

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				CONTRACT ID CODE DE-AC07-99ID13727		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. M004		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQ. NO. NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Idaho Operations Office Procurement Services Division 850 Energy Drive, MS 1221 Idaho Falls, ID 83401-1563				7. ADMINISTERED BY (If other than Item 6) Wendy L. Bauer, Contract Specialist, (208) 526-2808 Cheryl A. Thompson, Contracting Officer, (208) 526-5743			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  Bechtel BWXT Idaho, LLC PO Box 1625, MS 3560 Idaho Falls, ID 83415				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-99ID13727			
				10B. DATED (SEE ITEM 13) June 1, 1999			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority):  THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority): Contract Clauses B.3 ESTIMATED COST AND AVAILABLE FEE, B.4 TOTAL AVAILABLE FEE, H.30 PERFORMANCE BASED INCENTIVES - INCENTIVES AND GOALS, and I.49 DEAR 970.5204-54 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (APR 1999) - ALTERNATE II AND IV (APR 1999)

E. IMPORTANT: Contractor \_\_\_\_ is not, X is required to sign this document and return [ 3 ] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

(See Following Page)

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Lilly Korkukluoglu, Director, Prime Contract Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) R. Jeffrey Hoyles Contracting Officer	
15B. CONTRACTOR/OFFEROR  BY <u>L. Korkukluoglu</u> (Signature of person authorized to sign)	15C. DATE SIGNED 01/04/00	16B. UNITED STATES OF AMERICA  BY <u>R. Jeffrey Hoyles</u> (Signature of Contracting Officer)	16C. DATE SIGNED 01/05/00

**1. SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

a. Clause B.3, ESTIMATED COST AND AVAILABLE FEE, paragraph (b), the ESTIMATED COST for the period October 1, 1999, through September 30, 2000, is \$610,000,000.

b. Clause B.4, TOTAL AVAILABLE FEE, Table B.4.2, is added as follows:

\* Potential earnings under the Technology Commercialization Incentive are not part of the available fee pool.

\*\* Potential exists for this amount to be up to \$18,000,000 depending on the number and value to the Government of performance based incentives implemented (See Section H.30 Clause Entitled PERFORMANCE BASED INCENTIVES – INCENTIVES AND GOALS).

Line No.	Description	First Six Months FY 2000	Second Six Months FY 2000	Total FY 2000
<b>Available Fee Calculations:</b>				
A	Maximum Negotiated Total Available Fee	\$ 10,000,000	TBD**	TBD
B	Less: Fee Discount Reduction	500,000	TBD	TBD
C	Total Available Fee	<u>\$ 9,500,000</u>	<u>TBD</u>	<u>TBD</u>
<b>Performance Based Incentives:</b>				
1	ATR Cost Efficiency	\$ 190,000	\$ 190,000	\$ 380,000
2	ATR Operating Efficiency	600,400	600,400	1,200,800
3	ATR Unplanned Outages	152,000	152,000	304,000
4	ATR Utilization	342,000	342,000	684,000
5	ATR Work Control in Rad. Areas	95,000	95,000	190,000
6	INTEC Liquid Waste Minimization	380,000	380,000	760,000
7	Technology Commercialization Incentive*	0	0	0
8	SMC Production Incentive	836,000	836,000	1,672,000
	<b>Subtotal Carryover PBI's (1-8)</b>	<u>2,595,400</u>	<u>2,595,400</u>	<u>5,190,800</u>
D	Total Performance Based Incentives	<u>\$ 2,595,400</u>	<u>TBD</u>	<u>TBD</u>
E	Award Fee Pool	<u>\$ 6,904,600</u>	<u>TBD</u>	<u>TBD</u>
C	Total Available Fee	<u>\$ 9,500,000</u>	<u>TBD</u>	<u>TBD</u>

2. SECTION H, CLAUSE H.30, paragraph (f), second sentence, is revised as follows:

"(f) The total available fee for performance under this contract during FY 2000 may be as much as \$28,000,000, adjusted by the fee discount factor stated in Section B. Total available fee associated with the carryover performance-based incentives is \$5,190,800. The total available fee for award fee performance objectives for the first evaluation period is \$6,904,600. Depending upon the number, risk, complexity and value to the Government of any additional performance-based incentives negotiated into the contract, the total available fee for the second evaluation period may be as much as \$18,000,000, adjusted by the fee discount factor stated in Section B, including any applicable amounts in accordance with the provisions of the performance-based incentives."

3. SECTION J, ATTACHMENT J-L, PRELIMINARY PERFORMANCE AND MEASUREMENT PLAN, is deleted in its entirety and Attachment J-L is RESERVED. The Performance and Measurement Plan (PEMP) is hereby incorporated by reference. Any changes made to future PEMP's will be issued by letter from the Contracting Officer.

4. PEMP, Rev 11 dated August 26, 1999, is replaced by the attached PEMP, Rev 12 dated December 20, 1999. This revision incorporates final comments from DOE-ID and DOE-HQ.

**PERFORMANCE EVALUATION MANAGEMENT PLAN (PEMP)  
BECHTEL B&W IDAHO, LLC (BBWI)  
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**DESIRED PERFORMANCE OUTCOME**

The Idaho National Engineering and Environmental Laboratory (INEEL) is a science-based, applied engineering national laboratory. It couples scientific, engineering, systems, and business management expertise through operational excellence to execute multi-program missions for the DOE. The primary focus of this contract will be to execute DOE program missions while developing, strengthening, and expanding the quality and depth of the science underpinning of the INEEL research and development portfolio in support of DOE and federal missions. Integration and coordination between program missions and science and research is critical to the long-term success of this contract. The INEEL is a leader in providing science and technology support to the national Environmental Management (EM) program. INEEL seeks, during the five-year initial contract period, to achieve its leadership role in becoming the "provider of choice" for science-based applied technology for the solution of its customers' environmental problems. This will involve aggressively expanding the contributions to EM's national environmental missions, as well as leveraging its science and engineering capability to other federal and non-federal areas that are consistent with INEEL's role. The INEEL also serves as a Nuclear Energy (NE) lead laboratory, and it is planned that the INEEL will increase its contribution to DOE's nuclear energy missions. Synergy between laboratory and operations will be demonstrated through the use of science-based decision making and deployment of new technologies or solutions. Leveraging of INEEL capabilities and solutions into other areas shall always be conducted in a manner that is in the best interest of the taxpayer. Significant progress and success is expected in the initial contract period toward building INEEL's science and customer base in supporting DOE's missions.

DOE-ID expects BBWI to continue to enhance the integrated work control process and the five core functions of Integrated Safety Management into the execution of all work. Implementation will be evaluated based upon success in demonstrated leadership, work practices, and management systems that instill discipline, rigor, a standards-based approach to the execution of all work activities at the INEEL, and evidence of employee involvement in work planning, control and execution.

**MEASURES**

In FY 2000 there will be two evaluation periods for award fee performance objectives. The first evaluation period is October 1, 1999, through March 31, 2000. The second evaluation period is April 1, 2000, through September 30, 2000. For the second evaluation period, some performance subject to subjective award fee during the first period may be transitioned to objective Performance Based Incentives (PBIs) for the second period. The evaluation period for Carryover PBIs is 12 months, from October 1, 1999, through September 30, 2000. BBWI's award fee earned will be determined in accordance with the attached Award Fee Performance Rating and Fee Earning Methodology.

This Performance Evaluation and Measurement Plan (PEMP) is structured to reflect the goals and objectives of the current Department of Energy (DOE) Strategic Plan, the INEEL Long-Range Plan, the EM Paths to Closure Plan, and when accepted by November 30, 1999, the top-level INEEL Institutional Plan FY 2000-2004. Implementation of these plans for INEEL will be the primary basis upon which performance will be measured and rewarded as described in the

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following sections of this document. Work as reflected in the PEMP must be accomplished with requisite quality and quantity, on time, and with controlled costs and within allocated budgets. Customer satisfaction weighted by priorities and success of management integration will be key factors in the performance evaluation.

DOE-ID expects BBWI to initiate the development of a distinctive signature for the INEEL including:

- technical and scientific expertise and facilities needed to support EM decision making
- leadership in integrating and implementing DOE's nuclear technology strategy
- enhanced integration of R&D into operations
- efficient, integrated management systems to support program execution

**SECTION I. SITE MANAGEMENT (SECTION WEIGHT 20%)**

Demonstrate customer satisfaction as measured by indicators such as the development of new customer relationships and customer satisfaction including the assessment of the impact and value of the work performed.

Fully implement, unless otherwise agreed to by DOE-ID, the commitments made in the INEEL Corrective Action Plan for the Fatality Accident at TRA. Demonstrate a full commitment to and accountability for correcting the management and process failures that led to the fatality.

**I.1 - MANAGEMENT AND ADMINISTRATION**

Establish effective management systems that form the basis for long-term success. These include the development of a comprehensive performance management system that has as its core clear roles, responsibilities, authorities, and accountabilities for all staff. It is recognized that this is paramount to supporting an effective, integrated project management system. A comprehensive self-assessment system must be developed that supports and measures an outcome-based approach to operation of the site. During the first performance period, the outcome-based measurement system should be developed in sufficient detail to support definitive PBIs to be instituted in the second period. This process and system will form the basis for the long-term performance measurement of site operations, and laboratory management.

During the first six months, all management systems should be identified and progress made in codifying and converting as necessary to a standards-based management system that is capable of tracking incremental progress and making necessary adjustments to ensure financial business and project integrity. This system should include functional organizations that are responsible for developing and enforcing the use of standard methods, tools, and training programs.

The management systems formed should support and enhance the key outcomes of the site, i.e., a safety culture, effective cleanup, enhance the National Laboratory, leadership development, and sound business operations. These outcomes should be supported through

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the development of clear objectives and indicators during the first six months. Many of these may be converted to definitive PBIs for the second period and subsequent fee periods.

During the first period, BBWI will develop a plan to fully incorporate the R&D capabilities into site operations.

Execute a comprehensive communications plan that effectively produces local, regional, and national "positive" changes in the conversation about the INEEL. Continue to focus on community, employee, and stakeholder relations and emphasize vertical and horizontal communications. Enhance internal communications between DOE-ID and BBWI organizations to open dialogue about INEEL issues to more effectively align our strategies for the success of the INEEL. Develop by November 1, 1999, a site-wide strategy for implementing complicated or controversial initiatives, including but not limited to cleanup projects and new program initiatives.

- Develop long-range planning goals for the INEEL in partnership with the DOE. As now required by DOE-HQ, develop annually an "INEEL Institutional Plan," with a five-year planning horizon, as the top-level planning document for all of INEEL. Ensure all INEEL planning is integrated and driven by the Institutional Plan, and ensure the processes for implementation are clearly defined.

## **1.2 - INSTITUTIONAL VALUES**

Provide the leadership to assure that all activities are protective of the worker, the public, and the environment. Develop a science culture at INEEL that rewards scientific excellence and uses science in decision making. BBWI shall be open, candid, and responsive to ES&H issues. We expect ES&H functional programs to support and enable line management to be responsible and accountable for implementation using an integrated management process. Integrated ESH&Q management includes the necessary elements of operational excellence such as Conduct of Operations, Conduct of Maintenance, Voluntary Protection Program (VPP), ISO 14001, integrated work control process, self-assessment, performance feedback, and continuous improvement.

Perform all work at the INEEL to the requirements of a compliant INEEL Quality Assurance Program; seek to continuously improve the existing program in terms of customer needs, cost effectiveness and quality results. BBWI shall effectively manage corrective actions, ensuring that deficiencies are identified and tracked, root causes are determined as appropriate, and corrective actions are taken and validated to prevent recurrence.

Continue to implement a Safeguards and Security (S&S) program that meets all the requirements in the Site S&S Plan (SSSP), as reflected in approved Annual Work Plans (AWPs) or other guidance documents, and budgets. Satisfactorily address the areas of nuclear materials inventory accountability, cyber security improvements, accelerated safeguards and security improvement goals, additional physical upgrades, and cyber threat training.

Utilize, promote, and demonstrate commitment to diversity in the workforce to enhance effectiveness. Adhere to EEO policies and ensure zero tolerance for discrimination.

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Be a constructive partner in the local and regional area and provide proactive assistance in diversification of the economy, job creation, and responsiveness to stakeholders and interested parties.

Develop recognized stature and maturity in project management and systems engineering. Integrate appropriate project management knowledge, skills, tools, and techniques over the life cycle of all projects. Incorporate systems engineering tools and techniques as appropriate.

## **SECTION II - BASELINE PERFORMANCE (SECTION WEIGHT 80%)**

In addition to the specific focus areas for Laboratory Operations and Programs, DOE-ID expects BBWI to effectively execute the FY2000 Program Execution Guidance (PEGs) and related work plan activities, program plans, associated technical baselines, and construction project baselines. The PEGs shall be negotiated, if necessary, no later than November 15, 1999. Any changes made to the PEGs will be accomplished through a formal change control process. If mutual agreement cannot be achieved, the Government may establish PEGs unilaterally. There should be a major emphasis on integration of all program/operational elements and management of resources and related costs needed to achieve program missions rather than managing to budgeted values of the work scope. The management approach and philosophy should demonstrate a strong commitment to program/project management. Reinvestment of savings utilized to perform additional work scope must be evidenced through approved change control processes. Effectively identify and utilize available funding for both new authorizations and completion of work related to prior year unclosed balances.

The required work, as reflected in the AWP or other authorizing documents agreed to by BBWI and DOE-ID, is to be performed within the budget. In addition, work required by the individual PEGs must be aligned with the AWP and associated funding.

### **II.1 - LABORATORY OPERATIONS (SUBSECTION WEIGHT 30%)**

BBWI shall develop a focused Laboratory Agenda that identifies critical goals and outcomes within the framework of key missions. This Agenda will focus on INEEL planning, resources, management, and evaluation process.

Performance of laboratory operations will specifically focus on the following areas:

#### **II.1.1 - Laboratory Leadership**

Develop an INEEL Laboratory Agenda with a small number of Critical Objectives and measurable Critical Outcomes focused in two core strategic areas based on INEEL's leading roles in the EM and NE programs. Incorporate the Laboratory Agenda into the framework of the INEEL Institutional Plan for FY 2001-2005. Deliver by December 30, 1999, a Strategic Planning Document to be advanced by DOE-ID to DOE-HQ and program sponsors. The INEEL shall make significant progress toward becoming a major source of science, technology, advice, and decision support analysis to the EM program in addressing current and future environmental management needs. An in-house capability to address this stewardship role and provide advice and decision support tools to EM must be nurtured. BBWI must continue to provide leadership



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and management for national EM programs as well as continue to be a significant provider of research and technology solutions. Specific emphasis should be placed on providing solutions to challenging environmental management issues at INEEL. BBWI must develop a capability to identify and apply the most appropriate resources from the national laboratory systems, academia, and industry to the environmental management mission. BBWI should lead the application of these resources to specific environmental problems, for example, through the development of a Vadose Zone Science and Technology Roadmap to achieve understanding of the science and technology needed for remediation of soil and groundwater contamination of arid western sites (e.g., Hanford, INEEL, Nevada Test Site).

Establish INEEL, in partnership with ANL-W, as the recognized leader in nuclear reactor technology and science consistent with its role as the NE Lead Laboratory. Assist NE in defining opportunities and initiatives to advance safe and economically feasible nuclear energy technology. Develop and implement means of maintaining DOE core capabilities in nuclear technology areas to support NE in policy, planning, and nuclear R&D performance.

#### **II.1.2 – Quality and Impact of Science and R&D**

The quality of science and R&D at INEEL will be enhanced by two levels of peer review (external and internal). The overall directions of R&D for the laboratory will be reviewed periodically by a Laboratory Advisory Board made up of external experts in areas related to the DOE missions. Project level reviews by external and internal experts will assure the quality of individual research activities. Measures of scientific quality include the number of referred journal publications, success in proposal activities, and number of new and continuing collaborations with researchers at regional and national universities and with other national laboratories.

Integrate operational aspects of INEEL missions into the overall framework of a national laboratory. Strategies to accomplish this must ensure alignment of the laboratory's capabilities and initiatives with INEEL long-range planning goals and DOE mission areas.

Develop a plan for the Technology Transfer program with demonstrable benefit to DOE that aligns the licensing portfolio with INEEL capabilities and DOE missions. This plan will form the basis for issuing new technology licenses, supporting current independent technology ventures, and investing in the creation of new technology ventures. Introduce additional quantitative measures for the Technology Transfer program, such as a ratio of license revenues to expenditures required to attain those revenues. Develop and implement an approach for commercialization of technologies through licensing, spin-offs, and partnerships with other federal agencies, industry, state and local government, universities, and research institutions. Develop plans for retaining and attracting innovative personnel needed to fulfill existing program missions.

As part of the planning cycle for the Institutional Plan FY2001-2005, develop a five-year and ten-year vision and long-range plan and an implementation plan for the INEEL. Plan how INEEL will contribute to pertinent areas of the Department's Strategic Plan, with special emphasis on Environmental Quality areas and the EM Strategic Plan, and the NE Strategic Plan. Ensure an integrated approach across all of INEEL consistent with Department

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requirements for the Institutional Plan. During the evaluation period, make progress toward implementing the following long-range planning goals: eventual construction of needed facilities, appropriate response to Under Secretary Moniz' recommendations, integration of R&D into operations programs, engagement of university programs in the accomplishment of the INEEL R&D agenda, and improved success of R&D proposals.

Of critical importance to enhancing the scientific underpinning of INEEL's and DOE's Environmental Quality mission is the development of a science-based laboratory facility. INEEL shall initiate planning for such a facility consistent with DOE environmental challenges and shall consolidate related current INEEL initiatives and resources.

### **II.1.3 Technology Deployment**

Initiate development of Technology Roadmaps (for integration into the INEEL baseline plan for remediation) to identify technology gaps. Introduce needsbased planning and management systems to: (1) acquire technology, (2) demonstrate and deploy innovative technologies, and (3) identify R&D needs for new science and technology. Actively challenge baseline assumptions and promote additional opportunities for innovative technology deployment. Identify and provide a list of candidate FY2000 deployments by December 31, 1999, and subsequently evaluate the applicability and demonstration requirements for the candidate technologies.

### **II.1.4 - Multi-Program Research and Development**

Pursue and sustain federal customer relationships in all DOE mission areas with particular emphasis on programs related to environmental quality. Ensure that opportunities for integration and leveraging of resources are identified and captured. Establish relationships with current Work for Others Program participants for the insertion of new technologies and growth of business opportunities.

## **II.2 – PROGRAMS (SUBSECTION WEIGHT 50%)**

Effectively plan and execute OPE program missions with a specific focus on the following areas:

1. Successfully Completing ISMS Implementation. (PEG OPE-I-23)
2. Satisfactory Progress Towards ISO 14001 Certification. (PEG OPE-I-36)
3. Safely and effectively operate the Specific Manufacturing Capability Facilities as documented in the Program Execution Guidance. (PEG OPE-D-46)
4. Meet MLLW Site Treatment Plan Milestones. (PEG OPE-D-18)
5. Meet LLW treatment and disposal goals in accordance with DOE Order 435.1. Two key measures are the disposal of 4000 cubic meters and the treatment of 2500 cubic meters by 9/30/00. (PEG OPE-D-17)
6. Successful progress within the ER Program as documented in the Program Execution Guidance. Some key areas are: (1) Complete Alternate Pit 9 Project Review and provide recommendations to DOE/HQ and DOE/ID; and (2) the implementation of Waste Area

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- Groups (WAGs) 1, 3, 4, and 5 Records of Decision. (PEG OPE-D-1 thru OPE-D-08, OPE-D-09 (except for Sample Management Office (SMO)), and OPE-D-10)
7. Safely and effectively operate the Advanced Test Reactor and support facilities at TRA as documented in the Program Execution Guidance. (PEG OPE-D-40&41)
  8. Continuation of CPP 666 fuel receipts and TMI transfers. It is planned that up to five (5) TMI shipments will be completed by 3/31/00. (PEG OPE-D-23)
  9. Successful progress within the HLW program as documented in the Program Execution Guidance. Some key areas are: (1) Support to the ongoing EIS; (2) SAR upgrades; (3) RCRA permitting activities; (4) Calcliner off-gas data collection; and (5) Light duty utility arm (LDUA) deployment. (PEG OPE-D-36)
  10. Development of INEEL Site Wide Base Support documents. (PEG OPE-D-27)
  11. Successful progress within the TRU program, as described in the approved TRU baseline, DOE-ID Letter No. OPE-WM-99-116 dated November 17, 1999. (PEG OPE-D-15, Revision 02, dated November 16, 1999)
  12. Successful progress towards meeting HLW Site Treatment Plan milestones. DOE expects this will be converted to a PBI for the second evaluation period. (PEG OPE-D-36)

### **SECTION III. PERFORMANCE BASED INCENTIVES (PBIs)**

Effectively execute all incentives in accordance with terms and conditions of the contract while effectively and efficiently executing programs and functions according to plans, baselines, and schedules.

#### **III.1 CARRYOVER PBIs**

Listed below are carryover PBIs for FY2000.

- 1 ATR Cost Efficiency
- 2 ATR Operating Efficiency
- 3 ATR Unplanned Outages
- 4 ATR Utilization
- 5 ATR Work Control in Rad. Areas
- 6 INTEC Liquid Waste Minimization
- 7 Technology Commercialization Incentive\*\*
- 8 SMC Production Incentive

\*\*Potential earnings under the Technology Commercialization Incentive are not part of the available fee pool.

#### **III.2 NEW PBIs**

New PBIs for the management of national laboratory shall be developed and negotiated during the period for implementation in the second and subsequent performance periods.

In addition, it is intended the following PEGs will be negotiated and converted to PBIs for the second evaluation period of FY2000.

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- VCO (FY00-04) (PEG OPE-D-42)
- TRU Shipments (PEG OPE-D-15)
- Complete Fuel Transfers out of CPP 603 by 9/30/00 (PEG OPE-D-23)
- Implement QA Standard RW-0333P for all INEEL Spent Fuel Activities by 9/30/00 (PEG OPE-D-45)
- Meet HLW STP milestones (annual) (PEG OPE-D-36)
- Interim Incentive for HLW Tank Closure Plan by 12/31/00 (PEG OPE-D-36)
- Sample Management Office (SMO) (PEG OPE-D-09)

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**ATTACHMENT - AWARD FEE PERFORMANCE RATING AND FEE EARNING  
METHODOLOGY**

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**OUTSTANDING      95 % TO 100%**

Performance exceeds expected levels of performance in all areas with only minor weaknesses or negative comments and without any deficiencies. Innovative approaches have been identified and are being implemented successfully. Management has addressed problems and issues proactively both with employees and customers as is appropriate for a multi-programmatic laboratory.

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**EXCEEDS      56% TO 94%**

Performance consistently meets levels of performance and in most areas exceeds expected levels of performance. Identified weaknesses do not indicate a trend to serious, systemic problems and can be addressed in the near term without impacting operational or programmatic goals. There are no noteworthy deficiencies, operational excellence continues to be the foundation of all work activities and development of the laboratory missions continues.

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**SATISFACTORY      16% TO 55%**

Performance meets expected levels of performance in the majority of areas. Identified weaknesses may indicate a trend to serious systemic problems but there has been no operational situation resulting in serious injury or fatality. Milestones are being met for the most part but there is concern for future milestones. Identified deficiencies are few and can be rectified early with appropriate management attention with minimal impact to operations and programmatic goals.

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**MARGINAL      1% TO 15%**

Performance is not meeting expected levels of performance in multiple areas or serious weaknesses have been identified in critical areas. Deficiencies have been identified and recovery from weaknesses and/or deficiencies could impact programs and operations. Trending is indicating serious problems in achieving operational excellence.

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**UNSATISFACTORY      - 0 -**

Performance has failed to meet expected levels of performance in critical areas with serious ramification to Departmental commitments. Deficiencies and weaknesses are numerous indicating failure of management systems. Serious safety and/or environmental violations have resulted in major impacts. Recovery will be lengthy, difficult and costly.

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**DEFICIENCY** – Any part of the contractor's performance that fails to satisfy a Government requirement

**WEAKNESS** – A feature of contractor performance that will cause or contribute to less than optimal performance